

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

THE HUNTINGTON NATIONAL BANK,  
assignee of FIFTH THIRD BANK

Plaintiff,

v.

RALPH MILMAN, EPHRAT K. AFEK,  
RONEN KOUBI, TEMPEST  
TRANSPORTATION, INC., FLORAL  
LOGISTICS OF CALIFORNIA, INC.,  
FLORAL LOGISTICS OF MIAMI, INC.,  
FLORIDA BEAUTY EXPRESS, INC., and  
FLORIDA BEAUTY FLORAL, INC.

Defendants.

Case No. \_\_\_\_\_

**COMPLAINT**

Plaintiff The Huntington National Bank, assignee of Fifth Third Bank, by its attorneys,  
Metz Lewis Brodman Must O’Keefe LLC, files the within Complaint as follows:

**Parties**

1. Plaintiff The Huntington National Bank, assignee of Fifth Third Bank (“Huntington”), is a banking institution with a place of business located at 310 Grant Street, Pittsburgh, Pennsylvania 15219.

2. Defendant Ralph Milman (“Milman”) is an adult individual with an office or usual place of business located at 3100 NW 74<sup>th</sup> Avenue, 2<sup>nd</sup> Floor, Miami, Florida 33122.

3. Defendant Ephrat K. Afek (“Afek”) is an adult individual with an office or usual place of business located at 3100 NW 74<sup>th</sup> Avenue, 2<sup>nd</sup> Floor, Miami, Florida 33122.

4. Defendant Ronen Koubi (“Koubi”) is an adult individual with an office or usual place of business located at 3100 NW 74<sup>th</sup> Avenue, 2<sup>nd</sup> Floor, Miami, Florida 33122.

5. Defendant Tempest Transportation, Inc. (“Tempest”) is a corporation with a place of business located at 3100 NW 74<sup>th</sup> Avenue, 2<sup>nd</sup> Floor, Miami, Florida 33122.

6. Defendant Floral Logistics of California, Inc. (“Floral CA”) is a corporation with a place of business located at 3100 NW 74<sup>th</sup> Avenue, 2<sup>nd</sup> Floor, Miami, Florida 33122.

7. Defendant Floral Logistics of Miami, Inc. (“Floral Miami”) is a corporation with a place of business located at 3100 NW 74<sup>th</sup> Avenue, 2<sup>nd</sup> Floor, Miami, Florida 33122.

8. Defendant Florida Beauty Express, Inc. (“Beauty Express”) is a corporation with a place of business located at 3100 NW 74<sup>th</sup> Avenue, 2<sup>nd</sup> Floor, Miami, Florida 33122.

9. Defendant Florida Beauty Floral, Inc. (“Beauty Floral”) is a corporation with a place of business located at 3100 NW 74<sup>th</sup> Avenue, 2<sup>nd</sup> Floor, Miami, Florida 33122.

10. Milman, Afek, Koubi, Tempest, Floral CA, Floral Miami, Beauty Express, and Beauty Floral are sometimes referred to hereinafter collectively as “Guarantors”.

### **Jurisdiction and Venue**

11. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332.

12. Venue is proper in the United States District Court for the Western District of Pennsylvania pursuant to 28 U.S.C. § 1391.

### **Factual Background**

13. Huntington and Optimized Leasing, Inc. (“Lessee”) are parties to that certain Master Equipment Lease Agreement dated November 26, 2014 (the “Lease Agreement”), pursuant to which Fifth Third Bank, as predecessor in interest to Huntington (“Fifth Third”), agreed to lease to Lessee certain equipment as more fully described in executed schedules

thereafter incorporated into the Lease Agreement. A true and correct copy of the Lease Agreement is attached hereto marked as **Exhibit A** and is incorporated herein by reference.

14. Under the terms and conditions of Equipment Schedule No. 006 dated January 27, 2016 (“Schedule 006”), Fifth Third leased to Lessee certain trailers and refrigeration units as more fully described therein. A true and correct copy of Schedule 006 is attached hereto marked as **Exhibit B** and is incorporated herein by reference.

15. Under the terms and conditions of Equipment Schedule No. 007 dated January 27, 2016 (“Schedule 007”), Fifth Third leased to Lessee certain additional trailers and refrigeration units as more fully described therein. A true and correct copy of Schedule 007 is attached hereto marked as **Exhibit C** and is incorporated herein by reference.

16. The Lease Agreement, Schedule 006, Schedule 007, and all other documents executed by Lessee in connection therewith, are sometimes hereinafter rereferred to collectively as the “Lease Credit Documents”.

17. By the terms of those certain Continuing Guarantees (the “Guarantees”), Guarantors absolutely and unconditionally guaranteed the full and prompt payment, observance, and performance when due of all obligations of Lessee under the Lease Credit Documents. A true and correct copy of the Guarantees are attached hereto marked as **Exhibit D** through **Exhibit K**, respectively, and are incorporated herein by reference.

18. The Lease Credit Documents and the Guarantees were assigned by Fifth Third to Huntington as of January 27, 2016, evidence of which is attached hereto collectively marked as **Exhibit L** and is incorporated herein by reference.

19. Guarantors are in default under the terms of the Guarantees for, among other reasons, failure to make rental payments to Huntington when due and owing.

20. Section 16 of the Lease Agreement provides that, upon default, Huntington is entitled to payment of a “Stipulated Loss Value” as set forth in Schedule 006 and Schedule 007.

21. As of January 8, 2018, the Stipulated Loss Value due and payable to Huntington by Guarantors totals \$4,237,256.48, which amount may change from day to day.

22. By letter dated January 8, 2018, Huntington Guarantors of their continuing defaults under the terms of the Lease Agreement and the Guarantees, and demanded payment of the Stipulated Loss Value. A true and correct copy of this demand letter is attached hereto marked as **Exhibit M** and is incorporated herein by reference. Notwithstanding Huntington’s demand, Guarantors have failed and/or otherwise refused to pay.

**Count I**  
**Breach of Contract**

23. Huntington incorporates by reference the allegations of Paragraphs 1 through 22 of this Complaint as if more fully set forth herein.

24. As more fully described herein, Guarantors have guaranteed the payment of all sums due and owing by Lessee to Huntington.

25. Guarantors are in default under the terms and conditions of the Guarantees for, among other reasons, failure to make payments when due in accordance with the terms of the Lease Credit Documents and the Guarantees.

26. Guarantors have expressly waived presentment, demand for payment as to Lessee, and any notice of default respecting Lessee’s breach of the Lease Credit Documents.

27. Section 16 of the Lease Agreement provides that, upon Lessee’s default, Huntington is entitled to payment of the Stipulated Loss Value as set forth above.

28. Guarantors has failed or otherwise refused to pay.

WHEREFORE, Plaintiff The Huntington National Bank, assignee of Fifth Third Bank, respectfully requests that this Court grant judgment in its favor and against Defendants Ralph Milman, Ephrat K. Afek, Ronen Koubi, Tempest Transportation, Inc., Floral Logistics of California, Inc., Floral Logistics of Miami, Inc., Florida Beauty Express, Inc., and Florida Beauty Floral, Inc. in an amount in excess of \$75,000.00 to be determined at trial, plus interest, attorneys' fees, all costs of suit, and such other relief as the Court deems appropriate.

Respectfully Submitted,

Date: January 22, 2018

METZ LEWIS BRODMAN MUST  
O'KEEFE LLC

By: /s/ Justin M. Tuskan

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